

How to Use VEH95, Sodium Chloride (Road Salt) Statewide Contract

Contract #: VEH95	Contract Duration: 9/1/2015 to 8/31/2016
MMARS #: VEH95*	Options to renew: Annually through 8/31/2019
Contract Manager:	Stephen Lyons – 617-720-3373 – steve.lyons@state.ma.us
This contract contains:	Supplier Diversity Plan (SDP) and Prompt Pay Discount Program
Last change date:	November 27 th , 2015

Contract Summary

This contract is for the supply and delivery of **Sodium Chloride (Road Salt)** to Commonwealth Departments, Cities, Towns, Co-Ops, and other Eligible Entities. The intended use of the Sodium Chloride is as a deicer/anti-icer. In order to participate in this contract all Eligible Entities (defined below) are required to complete an annual Memorandum of Understanding (MOU) and Estimated Usage Form. Contact the contract manager each spring/summer to request this form. It is a requirement that an Eligible Entity complete the MOU and Estimated Usage Form each year regardless of whether they purchased off VEH95 the previous year. Without completion of the MOU and Estimated Usage form an Eligible Entity cannot be guaranteed participation in VEH95.

Eligible Entities that are approved to participate in this contract can find their vendor based on the MassDOT Area they are located in (see Appendix A). To find your MassDOT Area access the “VEH95 Find My Area and Award Information” excel sheet on COMMBUYS. All purchases off this contract are the responsibility of the buying entity.

Benefits and Cost Savings

- Competitive pricing through aggregation of volumes
- Assurance of qualified and capable vendors
- Early order incentive discounts from Morton Salt and Eastern Salt
- Prompt payment discounts
- Amended maximum delivery time (see page 5 “Eligible Entities Delivery Time Frames and Late Deliveries”)
- Restructured emergency pick up protocol

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

- Cities, towns, districts, counties, and other political subdivisions.
- Executive, Legislative, and Judicial Branches, including all Departments and elected offices therein.
- Independent public authorities, commissions, and quasi-public agencies.
- Local public libraries, public school districts, and charter schools.
- Public Hospitals owned by the Commonwealth.
- Public institutions of higher education.
- Public purchasing cooperatives.
- Non-profit, UFR-certified organizations that are doing business with the Commonwealth.
- Other states and territories with no prior approval by the State Purchasing Agent required.
- Other entities when designated in writing by the State Purchasing Agent.

Pricing and Purchase Options

Acquisition Method: Purchases from this contract will be outright purchases. Eligible users of this contract are responsible for ordering, procuring, and paying for any materials purchased under this contract. The Commonwealth will not be responsible for materials ordered by any other purchaser, Municipality, Authority, City, Town, etc.

Pricing and Buying Details: This contract was awarded by MassDOT Areas (see Appendix A). Each area was awarded to a single qualified vendor at a fixed price per ton for the current term. Per ton pricing includes freight or transportation rates. All delivered material will be F.O.B. DESTINATION to participation locations.

Locate Your MassDOT Area: To locate your MassDOT Area use the “VEH95 Find My Area and Award Information” Excel spreadsheet found on COMMBUYS (see “Where to Obtain Important Contract Information” on page 3).

Invoice and Payment Specifications: Contractors may submit an invoice for the total delivered quantity of a Purchase Order or for a partial delivery of a Purchase Order.

Invoices: Contractors must present the buying entity with an invoice within ten (10) business days after the final delivery of the quantity on the Purchase Order. The invoice amount must reflect the Purchase Order amount and be accepted by the buying entity.

Standard Payment Terms: Standard payment terms of this contract are net 45 days from the date of receipt of an invoice.

Prompt Payment Discounts (PPD): Contractors have offered Prompt Payment Discounts (PPD) (see “*Prompt Payment Discounts (PPD)*” on page 4). PPD offer an incentive for the buying entity to make payments quickly, but do not require the buying entity to make payments sooner than the standard payment terms.

Signature: The signature of a representative from the buying entity that is receiving the delivery of material is required for payment. Payment will not be made to the Contractor for material delivered on a delivery ticket that does not have the signature of a representative from the buying entity.

Additional Information

Rock Salt Sodium Chloride (Road Salt) is the material of choice for this contract. Solar salt will only be used at the discretion of the Commonwealth, the discretion of the Strategic Sourcing Services Team (SSST), or in the event that there is a severe shortage of Rock Salt Sodium Chloride (Road Salt) material.

Delivery Notifications: The Contractor must notify the buying entity sufficiently in advance with the start time of delivery, number of trucks, and anticipated tonnage. The last load must be identified to allow for the buying entity to schedule receiving operations. If the Contractor fails to notify sufficiently in advance the delivery may be rejected by the buying entity.

Purchase Order/Delivery Compliance: UNDER NO CIRCUMSTANCES MAY A VENDOR'S DELIVERED QUANTITIES EXCEED THE TOTAL QUANTITIES SHOWN ON A PURCHASE ORDER. The Contractor will be responsible for any overage shipped that is more than the amount on the Payment Voucher. The Contractor will not be paid for any overage shipped that is more than the amount on the Payment Voucher.

Routine Deliveries: Routine deliveries to locations will only be accepted Monday through Friday, excluding Local and State Holidays. Delivery hours are to be made between 6:00 AM and 4:30 PM on weekdays unless prior arrangements have been made with the buying entity. Delivery hours for Eligible Entities will vary and must be identified prior to deliveries being made. Contractors must leave delivery slips for each delivery in a location identified by the buying entity.

UNDER NO CIRCUMSTANCES MAY ANY MATERIAL UNDER THIS CONTRACT BE DELIVERED UNLESS TRUCKS ARE PROPERLY COVERED TO PROTECT THE MATERIAL, PREVENT SPILLAGE, AND MEET ALL ENVIRONMENTAL REQUIREMENTS.

When Sodium Chloride is shipped by truck directly from the mine, mill, or Contractor's storage area, the Contractor must furnish the buying entity with a clear, legible, and numbered delivery slip for each load bearing the following information for determining the pay quantity:

- Material
- Contractor's Name
- Date of Delivery
- Depot or Destination
- Gross Vehicle Weight (GVW), Tare and Net Weight
- Vehicle Registration Number
- Purchase Order/Requisition Number
- Truck Number
- Stockpile Location
- **SIGNATURE OF CONTRACTOR'S ASSIGNED LICENSED WEIGH MASTER**

The delivery slip must be mechanically printed from a scale equipped with an automated printing system. Hand written delivery slips are not acceptable.

Where to Obtain Important Contract Information

To obtain in-depth contract information please go to the COMMBUYS website (www.commbuys.com), click on "Contract & Bid Search," select a search for "Contracts/Blankets," type "VEH95" in the search field for "Contract/Blanket Description," and click on "Find It." The results will provide you with the available contract information for each awarded vendor and the original bid documents. Click the links under "Results, Contract/Blankets #" for a vendor's Master Blanket Purchase Order (MBPO) page. On any vendor MBPO page you will find the VEH95 RFR (named "VEH95_RoadSalt_RFR_AMENDED_07212015" in COMMBUYS). Direct links to each vendor MBPO page are provided on page 4 of this user guide.

Under each vendor's MBPO you will find an Excel file ("VEH95 Find My Area and Award Information") that will identify which MassDOT Area you are located in and the awarded vendor and price for that each MassDOT Area. The MOU and Estimated Usage Form is available for download on each vendor MBPO, as is each vendor's emergency pick up policy.

Also available is the Vendor Early Order Incentive Form, which will indicate if a vendor provides a discount for ordering salt in specific months (vendors are not required to offer a discount). Currently Morton Salt and Eastern Salt offer early order discounts – please check the vendor MBPO page for further information.

Contract users are advised to read the RFR document ("VEH95_RoadSalt_RFR_AMENDED_07212015") to find the exact contract specifications agreed to by the contractor in fulfilling this contract including delivery truck requirements, weight limits, emergency delivery terms, and many other details.

For additional help with COMMBUYS and creating a Release Requisition, please visit our Job Aids website: [Job Aids for Buyers](#).

Awarded Vendors Contact Information

Vendor	Contact Person	Contact Information	MBPO Number
Cargill, Incorporated-Deicing Technology	Jean Davis	Phone 440-716-4733	PO-15-1080-OSD01-OSD10-00000002541
		Fax 440-716-0763	
		Email jean_davis@cargill.com	
Eastern Salt Company, Inc.	Karen Girard	Phone 978-251-8553	PO-15-1080-OSD03-OSD03-00000002537
		Email kgirard@easternsalt.com	
Granite State Minerals, Inc.	Janet Harrington	Office 603-436-8505	PO-15-1080-OSD03-OSD03-00000002536
		Cell 603-818-2688	
		Fax 603-436-2458	
		Email jharrington@gmsalt.com	
Morton Salt, Inc.	Customer Service	Phone 1-855-665-4540	PO-15-1080-OSD03-OSD03-00000002535
		Fax 630-861-2735	
		Email BUYROADSALT@mortonsalt.com	

Vendor Estimated Average Delivery Times

Vendor	Estimated Delivery Time
Cargill, Incorporated-Deicing Technology	3-to-5 Business Days
Eastern Salt Company, Inc.	2-to-3 Business Days
Granite State Minerals, Inc.	2-to-3 Business Days
Morton Salt, Inc.	3-to-10 Business Days

**Estimated delivery times only. Delivery times may change due to weather, supply, emergency, or other reason.*

Prompt Payment Discounts (PPD)

Vendor	PPD Opportunities	% Discount Applied
Cargill, Incorporated-Deicing Technology	Payment issued within 30 days	.125%
Eastern Salt Company, Inc.	Payment issued within 10 days	1%
Granite State Minerals, Inc.	Payment issued within 10 days	3%
	Payment issued within 15 days	2%
	Payment issued within 20 days	1.5%
	Payment issued within 30 days	1%
Morton Salt, Inc.	Payment issued within 20 Days	1%

Strategic Sourcing Services Team Members

- Kathleen Reilly, kathy.reilly@state.ma.us, OSD
- Stephen Lyons, steve.lyons@state.ma.us, OSD
- Jerry Lighthouse, jighthouse@advanced-purchasing.com, Advanced Purchasing Technologies
- Scott Wilson, scott.wilson@state.ma.us, MassDOT
- Silvio Petraglia, silvio.petraglia@state.ma.us, MassDOT
- Bassam Salfity, bassam.salfity@dot.state.ma.us, MassDOT

Amendments for 2015-2016

To respond to the challenges faced in 2014-2015, OSD has made the follow amendments to the VEH95 RFR (changes in red):

Section 3.7.3.3 Bid Price:

Extreme Emergencies: It is the intent of the Commonwealth to utilize pick up prices **only** in EXTREME EMERGENCIES as referenced below. **Pick up pricing will be reduced by 10% of the delivered price or the cost of vendor freight, whichever is greater.**

Non-Extreme Emergencies: In the event that weather or other conditions outside of the eligible entity's control prevent delivery completion within 10 calendar days of original order date, eligible users of VEH95 will have the option, when available, to pick up salt orders at the contractor's stockpile and receive an invoice reduction of 10% of the delivered price or the cost of the vendor's expected freight, whichever is greater, for the quantity that is picked up.

Pick Up Procedure: All vendors must provide to the Commonwealth Contract Manager a formal document outlining their pick up policy and procedure for entities that need to pick up orders at the stockpile. An updated version of this document must be submitted to the Contract Manager annually by September 1st of each year.

Early Order Incentive: All vendors are required to submit a Vendor Early Order Incentive Form when requested by the Contract Manager. Vendors are asked to provide a percentage discount off the price awarded to all MassDOT Areas they service. Vendors are not required to offer a discount, but must complete and submit the Vendor Early Order Incentive Form to steve.lyons@state.ma.us or others as updated.

Section 3.7.3.4 Routine Orders and Delivery

b. Eligible Entities:

Initial orders shall be placed and confirmed by each participating Eligible Entity following the start date of Contract Award or Contract Renewal. Delivery of the initial order must be complete by November 15th annually. For Initial Orders see Exhibit 3 for Eligible Entities. Eligible Entities are allowed to participate in this contract following the award with the completion and acceptance of the Memorandum of Understanding (MOU) and **Estimated Usage Form** for location and estimated tonnage.

c. Eligible Entities Delivery Time Frames and Late Deliveries:

It is expected that a normal delivery for an eligible entity would be fulfilled within 5 business days from date of order outside of any extreme weather circumstances. Deliveries to eligible entities taking longer than 10 calendar days from date of order to fulfill are considered late. If an entity has a late delivery they may choose to cancel the order and/or purchase replacement tonnage from another vendor on contract. If no vendor on contract is available the entity may choose to purchase replacement tonnage from a vendor off-contract. Any price paid above the contracted price for the entity's area due to late delivery can be sought for reimbursement from the awarded vendor in that area.

Section 3.7.3.13 Invoice and Payment Specifications

Invoices are to be from the primary contractor to the buying entity. Subcontractors should not handle invoices or purchase orders. All payments from MassDOT or an eligible entity will be made to the primary contractor.

An updated version of the RFR ("VEH95_RoadSalt_RFR_AMENDED_07212015") is posted to each vendor MBPO on www.COMMBUYS.com.

Appendix A

VEH95 Road Salt Award and Information

Commonwealth MassDOT Area	Awarded Bidder	\$/Per Ton
MassDOT Areas 1A & 1B	Morton Salt, Inc.	\$74.12
MassDOT Areas 1C & 1D	Morton Salt, Inc.	\$73.91
MassDOT Area 2A	Eastern Salt Company, Inc.	\$80.38
MassDOT Area 2B	Cargill, Incorporated-Deicing Technology	\$78.75
MassDOT Area 2C	Cargill, Incorporated-Deicing Technology	\$78.61
MassDOT Areas 3A & 3B	Eastern Salt Company, Inc.	\$67.85
MassDOT Area 3C	Granite State Minerals, Inc.	\$68.00
MassDOT Area 4A	Eastern Salt Company, Inc.	\$63.65
MassDOT Area 4B	Eastern Salt Company, Inc.	\$64.55
MassDOT Area 4C	Granite State Minerals, Inc.	\$65.00
MassDOT Area 5A	Morton Salt, Inc.	\$70.68
MassDOT Area 5B	Morton Salt, Inc.	\$69.87
MassDOT Area 5C	Morton Salt, Inc.	\$70.40
MassDOT Area 5D	Morton Salt, Inc.	\$77.74
MassDOT Area 5E	Morton Salt, Inc.	\$225.00
MassDOT Area 6 (All)	Eastern Salt Company, Inc.	\$68.36
DCR Locations	Eastern Salt Company, Inc.	\$68.12